

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

PFR Environmental Services, Inc.
14266 Dalewood St. Unit A
Baldwin Park, CA 91706

Docket HWCA 2003 0330

CONSENT ORDER

CAD 982 440 364

Health and Safety Code
Section 25187

Respondent.

The State Department of Toxic Substances Control (Department) and PFR Environmental Services, Inc. (Respondent) enter into this Consent Order and agree as follows:

1. Respondent transports hazardous waste.
2. The Department inspected Respondent on May 12, 2003.
3. The Department alleges the following violations:
 - 3.1. Respondent violated Health and Safety Code section 25201, subdivision (a), in that on six separate occasions between January and December of 2002, the Respondent stored hazardous waste, in excess of the 10 days allowed under the transfer facility exemption (California Code of Regulations, title 22, section 66263.18, subsection (a)) without a permit or grant of authorization from the Department on 6 separate occasions.
 - 3.2. Respondent violated California Code of Regulations, title 22, section 66263.20, subsection (g)(1), in that on 9 separate occasions between January and December of 2002, the Respondent failed to obtain the date of delivery and handwritten

signature of the owner or operator of the designated facility on the manifest.

4. A dispute exists regarding the alleged violations.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code section 25187.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

SCHEDULE FOR COMPLIANCE

9. Respondent shall comply with the following:

9.1. Respondent has corrected the violations cited above. Respondent shall operate thereafter in a manner that shall prevent recurrences of the violations cited herein.

9.2. All submittal from Respondent pursuant to this Consent Order shall be sent to:

Robert Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

9.3. Communications: All approvals and decisions of the Department made regarding such submittal and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

9.4. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or

1 safety or the environment, the Department may return the document to Respondent with
2 recommended changes and a date by which Respondent must submit to the Department a
3 revised document incorporating the recommended changes.

4 9.5. Compliance with Applicable Laws: Respondent shall carry out this Order
5 in compliance with all local, State, and federal requirements, including but not limited to
6 requirements to obtain permits and to assure worker safety.

7 9.6. Endangerment during Implementation: In the event that the Department
8 determines that any circumstances or activity (whether or not pursued in compliance with
9 this Consent Order) are creating an imminent or substantial endangerment to the health or
10 welfare of people on the site or in the surrounding area or to the environment, the
11 Department may order Respondent to stop further implementation for such period of time
12 as needed to abate the
13 endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order
14 under this section shall be extended for the term of such Stop Work Order.

15 9.7. Liability: Nothing in this Consent Order shall constitute or be construed
16 as a satisfaction or release from liability for any conditions or claims arising as a result of
17 past, current, or future operations of Respondent, except as provided in this Consent
18 Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may
19 be required to take further actions as are necessary to protect public health or welfare or
20 the environment.

21 9.8. Site Access: Access to the Site shall be provided at all reasonable times
22 to employees, contractors, and consultants of the Department, and any agency having
23 jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry
24 or inspection that any agency may otherwise have by operation of any law. The
25 Department and its authorized representatives may enter and move freely about all
26 property at the Site at all reasonable times for purposes including but not limited to:
27 inspecting records, operating logs, and contracts relating to the Site; reviewing the progress
28 of Respondent in carrying out the terms of this Consent Order; and conducting

1 such tests as the Department may deem necessary. Respondent shall permit such
2 persons to inspect and copy all records, documents, and other writings, including all
3 sampling and monitoring data, in any way pertaining to work undertaken pursuant to this
4 Consent Order.

5 9.9. Sampling, Data, and Document Availability: Respondent shall permit the
6 Department and its authorized representatives to inspect and copy all sampling, testing,
7 monitoring, and other data generated by Respondent or on Respondent's behalf in any way
8 pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the
9 Department and its authorized representatives to take duplicates of any samples collected
10 by Respondent pursuant to this Consent Order. Respondent shall maintain a central
11 depository of the data, reports, and other documents prepared pursuant to this Consent
12 Order. All such data, reports, and other documents shall be preserved by Respondent for a
13 minimum of six years after the conclusion of all activities under this Consent Order. If the
14 Department requests that some or all of these documents be preserved for a longer period
15 of time, Respondent shall either comply with that request, deliver the documents to the
16 Department, or permit the Department to copy the documents prior to destruction.
17 Respondent shall notify the Department in writing at least six months prior to destroying any
18 documents prepared pursuant to this Consent Order.

19 9.10. Government Liabilities: The State of California shall not be liable for
20 injuries or damages to persons or property resulting from acts or omissions by Respondent
21 or related parties specified in paragraph 12.3, in carrying out activities pursuant to this
22 Consent Order, nor shall the State of California be held as a party to any contract entered
23 into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

24 9.11. Incorporation of Plans and Reports: All plans, schedules, and reports
25 that require Department approval and are submitted by Respondent pursuant to
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1 this Consent Order are incorporated in this Consent Order upon approval by the
2 Department.

3 9.12. Extension Requests: If Respondent is unable to perform any activity or
4 submit any document within the time required under this Consent Order, the Respondent
5 may, prior to expiration of the time, request an extension of time in writing. The extension
6 request shall include a justification for the delay.

7 9.13. Extension Approvals: If the Department determines that good cause
8 exists for an extension, it will grant the request and specify in writing a new compliance
9 schedule.

10 PAYMENTS

11 10. Respondent shall pay the Department a total of \$8,500.00 in penalties.
12 The payments shall be paid in one (1) installment of \$2,500.00 and two (2) installments
13 of \$3,000.00. First installment in the amount of \$2,500.00 is due and payable on March 1,
14 2004. The two (2) installments of \$3,000.00 are due and payable as follows: on June 1,
15 2004, and September 1, 2004. Any installment payment that is received by the Department
16 more than 15 days after it is due will be subject to a \$250 penalty, such penalty shall be
17 paid by Respondent no later than the due date of the next installment payment. If
18 Respondent is late in making two (2) or more payments, or fails to make a full installment
19 payment, Respondent agrees to pay interest thereon at the rate established pursuant to
20 Health and Safety Code section 25360.0. Respondent further agrees to pay all costs and
21 attorney's fees incurred by the Department in pursuing the collection of any sums the
22 payment of which becomes delinquent there under. Respondent's checks shall be made
23 payable to Department of Toxic Substances Control, and shall be delivered together with
24 the attached Payment Voucher to:

25
26 Department of Toxic Substances Control
27 Accounting Office
28 1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

1 A photocopy of the check shall be sent to:

2 Mr. Robert Kou, Unit Chief
3 Statewide Compliance Division
4 Department of Toxic Substances Control
5 1011 North Grandview Avenue
6 Glendale, California 91201

7 10.2. Respondent hereby agrees to send one employee to the California
8 Compliance School, Modules I-IV. Attendance must be completed and Respondent must
9 submit a Certificate of Satisfactory Completion issued by the California Compliance School
10 to the Department of Toxic Substances Control within 185 days of the date of this Order. In
11 recognition of this educational investment, the penalty imposed by this Order has been
12 reduced by \$5,000.00 if the employee satisfactorily completes the specified school and the
13 Department receives the Certificate of Satisfactory Completion within 185 days of the
14 effective date of this Order. If Respondent fails to submit the certificate as required, the
15 penalty of \$5,000.00 is due and payable within 30 days after the 185-day period expires.
16 The 185-day period may be extended by a Department Branch Chief upon a written request
17 demonstrating good cause from Respondent.

18 OTHER PROVISIONS

19 11.1. Additional Enforcement Actions: By agreeing to this Consent Order,
20 the Department does not waive the right to take further enforcement actions, except to the
21 extent provided in this Consent Order.

22 11.2. Penalties for Noncompliance: Failure to comply with the terms of this
23 Consent Order may subject Respondent to civil penalties and/or punitive damages for any
24 costs incurred by the Department or other government agencies as a result of such failure,
25 as provided by Health and Safety Code section 25188 and other applicable provisions of
26 law.

27 11.3. Parties Bound: This Consent Order shall apply to and be binding upon
28 Respondent and its officers, directors, agents, receivers, trustees, employees,

1 contractors, consultants, successors, and assignees, including but not limited to individuals,
2 partners, and subsidiary and parent corporations, and upon the Department and any
3 successor agency that may have responsibility for and jurisdiction over the subject matter
4 of this Consent Order.

5 11.4. Effective Date: The effective date of this Consent Order is the date it is
6 signed by the Department.

7 11.5. Integration: This agreement constitutes the entire agreement between
8 the parties and may not be amended, supplemented, or modified, except as provided in this
9 agreement.

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11 Dated: January 16, 2004

Original signed by Respondent's Representative
Signature of Respondent's
Representative

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15 Dated: January 26, 2004

Original signed by Robert Kou
Robert Kou, Unit Chief
Statewide Compliance Division
Department of Toxic Substances Control